Chauffeurs, Teamsters & Helpers Local Union No. 186, International Brotherhood of Teamsters, AFL–CIO *and* Martin W. Fry and Associated General Contractors of California, Inc. and Teamsters Joint Council No. 42, Parties to the Contract. Cases 31–CB–8837 and 31–CB–8838

May 17, 1994

DECISION AND ORDER

BY MEMBERS STEPHENS, DEVANEY, AND COHEN

On September 8, 1993, Administrative Law Judge George Christensen issued the attached decision. The General Counsel filed exceptions and a supporting brief, and the Respondent filed an opposition to the General Counsel's exceptions, cross-exceptions, and a brief in support of its position.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order as modified.[2]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Chauffeurs, Teamsters & Helpers Local Union No. 186, International Brotherhood of Teamsters, AFL–CIO, Ventura, California, officers, agents, and representatives, shall take the action set forth in the Order as modified.

Insert the following as paragraph 2(a) and reletter the subsequent paragraphs.

''(a) Make whole for his money losses and loss of contributions to funds established by the relevant collective-bargaining agreement the registrant who should have been dispatched rather than J. T. Jones to the Fru-Con job.''

[1] In sec. II,A of his decision, in the last sentence, the judge inadvertently refers to Local 186 as having violated Sec. 8(a)(1)(A) rather than Sec. 8(b)(1)(A).

[2] The General Counsel excepts to the judge's failure to include a make-whole provision in his recommended Order for the registrant who would have been dispatched to the Fru-Con job absent the Respondent's unlawful conduct. The judge provided for make-whole relief in his recommended remedy and notice. We shall modify the judge's recommended Order to correct this inadvertent omission.

The General Counsel also excepted to the judge's failure to order the Respondent to immediately return to the procedure for operating its out-of-work list in effect before it began placing former business agents at the top of the list, and to notify the Associated General Contractors of California, Inc., in writing, that it had done so. We find that requiring the Respondent to cease and desist from placing former representatives and officers at the top of its out-of-work register, together with the make-whole relief and notice posting, fully remedies the 8(b)(2) violation. We find that, absent special circumstances, which are not alleged by the General Counsel, the additional remedy sought is not warranted.

Ann Reid Cronin, Esq., for the General Counsel.
Ralph W. Phillips, Esq. (Wohlner, Kaplon, Phillips, Vogel & Young), of Encino, California, for Respondent Local 186.
Martin W. Fry, of Ventura, California, appearing on his own behalf.

DECISION

STATEMENT OF THE CASE

GEORGE CHRISTENSEN, Administrative Law Judge. On June 19, 1992, Martin W. Fry filed charges in Cases 31–CB–8837 and 31–CB–8838 alleging Local 186 violated Section 8(b)(1)(A) and of the National Labor Relations Act (the Act).

On August 26, 1992, the Regional Director for Region 31 issued a complaint consolidating the two cases for purposes of hearing and decision.

On March 30, 1993, the General Counsel moved and I granted her motion to amend the complaint to add a new paragraph 6(a) and a new paragraph 9(c).

In her posthearing brief, the General Counsel moved to amend paragraph 12 of the complaint to allege the conduct described in paragraph 9 of the complaint, for the reasons set out in paragraph 10, violated Section 8(b)(1)(A) of the Act as well as Section 8(b)(2) of the Act. Local 186 opposed my grant of the paragraph 12 amendment.

I conducted a hearing at Ventura, California, to try the issues raised by the complaint on March 30 and 31 and June 1, 1993.

The complaint alleged Local 186 violated Section 8(b)(2) of the Act by registering Local 186 Business Agent/Dispatcher R. T. Jones at the top of the out-of-work list for construction industry jobs maintained by Local 186 pursuant to an exclusive hiring hall job referral system established by a collective-bargaining agreement between the Associated General Contractors of California, Inc. (AGC) and Teamsters Joint Council No. 42 on behalf of Local 186, and dispatching Jones to a job by virtue of that placement, following the termination of Jones' employment as a Local 186 business agent/dispatcher.

The complaint also alleged Local 186 violated Section 8(b)(1)(A) of the Act by threatening to physically remove Charging Party Fry from any jobsite where he appeared because of his intraunion activities.

Local 186 admitted the placement of Jones at the top of the out-of-work list following his termination and his subsequent dispatch due to that placement, but alleged it was established past practice to so treat terminated business representatives, that Jones was dispatched to the job in question for legitimate purposes, i.e., to police the collective-bargaining agreement, that Fry is estopped from asserting the placement and dispatch as an unfair labor practice, inasmuch as he benefited from a similar practice in the past, and therefore its action vis-a-vis Jones did not violate Section 8(b)(2) of the Act.

With respect to the alleged violation of Section 8(b)(1)(A) of the Act, Local 186 denies it threatened Fry, denies any action it took with respect to Fry was taken because of his

intraunion activities, and therefore denies it violated Section 8(b)(1)(A) of the Act.

The issues created by the foregoing are whether:

1. The General Counsel's motion to amend paragraph 12 of the complaint should be granted.

2. Local 186's placement of Jones at the top of its out-of-work list and his subsequent dispatch due to that placement violated Section 8(b)(2) of the Act (and Sec. 8(b)(1)(A), assuming arguendo the General Counsel's motion to amend par. 12 of the complaint is granted).

3. Local 186 threatened to physically remove Fry from any jobsite where he appeared because of his intraunion activities and thereby violated Section 8(b)(1)(A) of the Act.

The General Counsel and Local 186 appeared by counsel and Fry appeared on his own behalf at the hearing and were afforded full opportunity to adduce evidence, examine and cross-examine witnesses, argue, and file briefs. The General Counsel and Local 186 filed briefs.

Based on my review of the entire record, observation of the witnesses, perusal of the briefs, and research, I enter the following

FINDINGS OF FACT[1]

I. JURISDICTION AND LABOR ORGANIZATION

The complaint alleged, the answer thereto admitted, and I find at all pertinent times AGC and its member/employers were employers engaged in commerce and in business affecting commerce within the meaning of Section 2 of the Act and Teamsters Joint Council 42 and Local 186 were labor organizations within the meaning of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Alleged 8(b)(2) Violation*

The complaint alleged, the answer thereto admitted, and I find:

1. Teamsters Joint Council No. 42, on behalf of Local 186 and other affiliated local unions, negotiated and executed a collective-bargaining agreement with AGC, the Building Industry Association of Southern California, Inc. and the Southern California Contractors Association, Inc., acting on behalf of their member/employers, for a term extending from July 1, 1988, through June 15, 1992.

2. That agreement contained provisions requiring the member/employers of the three associations performing construction work in southern California, including Ventura County, to secure employees to man their jobs or projects within the work and territorial jurisdiction of the various local unions affiliated with the Joint Council through exclusive hiring halls operated by those local unions.

3. The agreement also required each local union to establish and maintain open and nondiscriminatory out-of-work registration lists for employees who desired employment on construction work within the territorial jurisdiction of the local union and to respond to employer requests for construction workmen by dispatching qualified workmen in a nondiscriminatory manner, i.e., by dispatching qualified workmen, in the date order of their registration, who were willing to accept the dispatch.

4. When Local 186 terminated the employment of Business Agent/Dispatcher R. T. Jones on January 6, 1992, Local 186 registered Jones' name at the top of the construction workers' out-of-work list for job referrals, placing him ahead of all prior registrants for dispatch purposes.

5. By virtue of that placement, Local 186 dispatched R. T. Jones rather than prior registrants to a job with Fru-Con Construction Corp., a construction contractor in Ventura County, southern California, and a member/employer of AGC subject to the aforesaid agreement.

Jones' name was placed at the top of the out-of-work list by Junior Ramirez, Local 186's office manager, at his request and with the acquiescence of Jones' successor as Local 186's business agent/dispatcher, Lyle Barnett.[2]

Jones placed his name at the top of the list in the past, as well, when he was Local 186's business agent/dispatcher and feared imminent layoff (which did not transpire), though at another time he placed his name at the bottom of the list and worked up to the top, again while he was Local 186's business agent/dispatcher. Other business agents, however, registered at the bottom of the list in the past, following their layoff or termination as Local 186 business agents.

Another local union affiliated with the Joint Council always followed the practice of registering former business agents at the bottom of its out-of-work lists in operating its hiring hall pursuant to the terms of the AGC-Joint Council agreement.

I find none of the foregoing establish a ''past practice'' of placing former business agents at the top of the out-of-work lists upon the cessation of their employment as business agents.

Nor does the record support a finding Barnett dispatched Jones to the Fru-Con job to act as Local 186's job steward. Barnett's notes concerning the dispatch make no mention of such an appointment or assignment, Local 186 Secretary-Treasurer Dennis Shaw[3] posted notices at the premises of all employers who hired personnel through Local 186's hiring hall to the effect Jones was not authorized to act in any capacity on behalf of Local 186, and Jones emphatically denied Barnett dispatched him to the Fru-Con job for that purpose (I credit that denial).

I reject Local 186's contention the Board is estopped from finding a violation by virtue of its registration and dispatch of Jones because Fry allegedly benefited by similar treatment.

The Board administers public policy, and its orders and remedies are triggered by charges filed by any person who believes a public policy embodied in the Act has been violated. The fact the person who filed such charges may have benefited by virtue of a similar violation is irrelevant. In any event, Local 186 failed to demonstrate Fry was accorded preferential treatment in registering on an out-of-work list

[1] While every apparent or nonapparent conflict in the evidence has not been specifically resolved below, my findings are based on my examination of the entire record, my observation of the witnesses' demeanor while testifying, and my evaluation of the reliability of their testimony; therefore any testimony in the record which is inconsistent with my findings is discredited.

[2] I find at all pertinent times Ramirez and Barnett were agents of Local 186 acting on its behalf within the meaning of Sec. 2 of the Act.

[3] I find at all material times Shaw was an agent of Local 186 acting on its behalf within the meaning of Sec. 2 of the Act.

following the termination of his employment by Local 186, nor did Local 186 pursue that argument in its brief.

Employee discrimination occurs when a labor organization operating an exclusive hiring hall pursuant to a collective-bargaining agreement favors one prospective employee over another for dispatch, contrary to nondiscriminatory contractual requirements.

Such discrimination violates Section 8(b)(2) of the Act, inasmuch as it causes the employer to whom the favored registrant is dispatched for employment to discriminate against the registrant who should have been dispatched by virtue of his placement on the out-of-work list.

I therefore find and conclude by failing to operate a nondiscriminatory hiring hall satisfying the requirement of the AGC-Joint Council agreement by giving preferential treatment to former Business Agent/Dispatcher Jones in registering Jones at the head of its out-of-work list and dispatching him ahead of registrants who registered prior to Jones' registration, Local 186 violated Section 8(b)(2) of the Act.[4]

I grant the General Counsel's motion to amend paragraph 12 of the complaint to allege the Local 186 conduct just described violated both Section 8(b)(2) and 8(b)(1)(A) of the Act.

The complaint fully set forth the Local 186 conduct I have found violated Section 8(b)(2) of the Act, as alleged in the complaint. Local 186 had an opportunity to and did fully litigate the issue of whether Local 186 committed the alleged conduct. Local 186 thus neither was denied due process nor prejudiced in attempting to refute the allegation that alleged conduct violated the Act.

That conduct also constitutes a violation of Section 8(b)(1)(A) of the Act.

Under these circumstances, I find and conclude by that conduct, Local 186 violated Section 8(a)(1)(A) as well as Section 8(b)(2) of the Act.[5]

B. *The Alleged 8(b)(1)(A) Violation*

Prior to 1992, Martin Fry was a Local 186 business representative, vice president, president, and secretary-treasurer. In early 1992, he was a Local 186 member registered on Local 186's out-of-work list governing dispatches to employers in the construction industry who were subject to the nondiscriminatory exclusive hiring hall provisions of the AGC-Joint Council agreement.

Prior to the regular April 1992 Local 186 membership meeting, Fry visited several jobsites, accompanied by R. T. Jones, for the dual purpose of seeing if employment was available and to solicit support for a proposed Local 186 bylaw change proposed by another member. The proposed bylaw change would require Local 186's job stewards be elected by employees represented by Local 186 at each jobsite rather than appointed by Local 186's secretary-treasurer. The two visited, among others, the premises of Offshore Crane. No Local 186 job steward, nor any employee, nor any manager, voiced any objection to their visits.

A vote on the proposed amendment was conducted at the April 1992 meeting. A majority voted against the change.

Fry continued to visit jobsites following the April 1992 Local 186 membership meeting. In the course of those visits (as well as the visits prior to the April 1992 meeting), Fry let it be known he was thinking of running against the incumbent Local 186 secretary-treasurer at the next election of officers (scheduled for October of 1993). Again no job steward, employee, or manager voiced any objection to his visits.

The May 1992 membership meeting was scheduled for May 14, 1992. The day prior to the meeting, Fry and Jones visited the premises of Offshore Crane, discussed employment, and its owner offered Fry a job starting May 21, 1992. Fry accepted and worked 4 days on the job.[6]

Prior to the May 14, 1992, Local 186 membership meeting, Secretary Treasurer Shaw and Local 186 Business Agent/Dispatcher Barnett were aware of Jones' and Fry's activities, including their solicitation of support for the bylaw change and Fry's spreading word of his intention to run against Shaw at the next election, through their receipt of reports of the Fry and Jones visits to various jobsites.[7]

On May 14, 1992, prior to the scheduled Local 186 membership meeting, Fry telephoned the Local 186 office and spoke to the office manager, Junior Ramirez. He asked why Local 186 dispatched John Laws, whose name was below his on the construction out-of-work list, to a job. Ramirez explained the job in question was to drive a low-boy, which Fry was not qualified to perform. Fry accepted the explanation.

At the May 14, 1992 meeting, member Stan Holloway asked why Laws had been dispatched, since Holloway was higher on the out-of-work construction list. Business Agent/Dispatcher Barnett responded by stating Fry raised that question earlier and he would review the question with Holloway, but outside of Fry's presence. Barnett went on to state Fry had been visiting jobsites, Local 186's members and the employers didn't want Fry coming there and causing unrest,[8] and if Fry continued his visits, he would be physically removed.

Fry asked what authority Barnett had to take that action.

Barnett repeated his statement Fry would be physically removed from any jobsite if he appeared there.

Shaw, who was chairing the meeting, stated he was authorizing Barnett to accomplish Fry's removal from any jobsites where he appeared.

For many years the Board has ruled efforts by a union member/employee to attempt to change current policies of the union which represents him or to politically oppose an incumbent officer of that union are the exercise of rights

[4] *Plumbers Local 521 (Huntington Plumbing)*, 301 NLRB 27 (1991); *Pattern Makers Assn. of Detroit (Michigan Pattern Mfrs. Assn.)*, 233 NLRB 430 (1977), enfd. 622 F.2d 267 (6th Cir. 1980).

[5] *NLRB v. Coca Cola Bottling Co.*, 811 F.2d 82 (2d Cir. 1988), enfg. 274 NLRB 1341 (1985); *AMC Air Conditioning Co.*, 232 NLRB 283, 286 (1977), plus cases cited at fn. 11; *Plumbers Local 521 (Huntington Plumbing)*, supra.

[6] Offshore Crane was not engaged in the construction business and did not hire employees through the referral procedures of the Local 186 hiring hall for construction employees.

[7] During those visits, Fry and Jones openly stated the reasons for their visits, including delivering copies of the proposed bylaw change to at least one job steward.

[8] Local 186, however, failed to establish by the testimony of any manager, employee, or job steward that Fry's visits to the jobsites caused any unrest and Fry's testimony he only talked to employees who were off duty and none raised any objection to his presence and actions was uncontradicted and is credited.

guaranteed by Section 7 of the Act[9] and provisions of the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA, 29 U.S.C. § 401, etc.) enunciating employee rights.[10]

So reasoning, the Board has ruled any union interference with, restraint, or coercion of a union member/employee for exercising those rights violates Section 8(b)(1)(A) of the Act, including threats of violence for such exercise.[11]

Fry was exercising rights under Section 7 of the Act and the LMRDA when he visited jobsites to solicit support for a change in Local 186's bylaws and promoted his candidacy for secretary-treasurer of Local 186.

Barnett and Shaw were aware of those activities prior to the May 14, 1992 Local 186 membership meeting and that awareness prompted Barnett's May 14, 1992 threat to cause Fry's physical removal from any jobsites where he thereafter appeared and Shaw's authorization and approval for Barnett's carrying out that threat.

That threat and approval constituted Local 186 interference with and restraint, and coercion of Fry for exercising the rights enumerated above and thereby violated Section 8(b)(1)(A) of the Act.[12]

CONCLUSIONS OF LAW

1. At all pertinent times AGC and its member/employers were employers engaged in commerce in business affecting commerce within the meaning of Section 2 of the Act.

2. At all pertinent times Teamsters Joint Council 42 and Teamsters Local 186 were labor organizations within the meaning of Section 2 of the Act.

3. Local 186 violated Section 8(b)(1)(A) and (2) of the Act by placing former Business Agent/Dispatcher J. T. Jones at the head of the Local 186's construction out-of-work list following the termination of his employment as a Local 186 business agent/dispatcher and, by virtue of that placement on the list, by dispatching Jones to a job at Fru-Con Construction Company rather than the member who would have been dispatched to that job but for Jones' preferential treatment.

4. Local 186 interfered with, restrained, and coerced Martin Fry's exercise of his rights under Section 7 of the Act and the LMRDA by threatening to cause his physical removal from any jobsite at which he appeared after May 14, 1992, because of his earlier appearances at jobsites and engagement in those activities.

5. The aforesaid unfair labor practices affected and affect interstate commerce within the meaning of Section 2 of the Act.

THE REMEDY

Having found Local 186 engaged in unfair labor practices, I recommend Local 186 be directed to cease and desist therefrom and to take affirmative action designed to effectuate the purposes of the Act.

Having found Local 186 threatened Martin Fry with physical retaliation for exercising his rights under Section 7 of the Act and the LMRDA, I recommend Local 186 be directed to cease and desist from making such threats and assure Fry and all other members of Local 186 they will not suffer any retaliation for seeking support for changes in existing Local 186 policies and practices or for announcing an intention to run against incumbent officers or representatives of Local 186 or for similar and related conduct.

Having found Local 186 unlawfully placed a former business agent/dispatcher at the head of Local 186's register for out-of-work registrants in construction and as a result of such registration unlawfully dispatched that business agent/dispatcher to a job to which an earlier registrant should have been dispatched, I recommend Local 186 be directed to make whole the registrant who should have been dispatched to that job by payment to that registrant of the sum of money that registrant would have earned had he been dispatched to that job, less his net earnings for the period he would have worked at that job, with his backpay and interest thereon computed in the manner prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed in the manner set out in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), plus contributions and credits to the funds established by the agreement between AGC and Teamsters Joint Council 42 for the hours he would have worked but for the discrimination practiced against him.[13]

On the basis of the foregoing findings of fact, conclusions of law, and the entire record in this case, I recommend the issuance of the following[14]

ORDER

The Respondent, Chauffeurs, Teamsters & Helpers Local Union No. 186, International Brotherhood of Teamsters, AFL–CIO, Ventura, California, its officers, agents, and representatives, shall

1. Cease and desist from

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[9] The right to refrain from supporting union policies and/or officials and to oppose those policies and/or officials.

[10] The right to assemble freely with other member/employees and to express any views, arguments, or opinions, including views concerning union policies and internal union politics.

[11] *Teamsters Local 823 (Roadway Express)*, 108 NLRB 874 (1954); *Operating Engineers Local 138 (A. Cestone Co.)*, 118 NLRB 669 (1957); *Carpenters Local 22 (Graziano Construction)*, 195 NLRB 1 (1972); *Teamsters Local 705 (Associated Transport)*, 209 NLRB 292 (1974); *Laborers Local 282 (Alberici-Fruin Colnon)*, 226 NLRB 1315 (1976); *Iron Workers Local 433 (Associated General Contractors)*, 228 NLRB 1420 (1977), affd. 600 F.2d 770 (1979), cert. denied 445 U.S. 915 (1980); *Steelworkers Local 2687 (Shenango, Inc.)*, 237 NLRB 1355 (1978); *Teamsters Local 745 (Transcon Lines)*, 240 NLRB 537 (1979); *Steelworkers Local 1397 (U.S. Steel)*, 240 NLRB 848 (1979); *Boilermakers Local 5 (Regor Construction Co.)*, 249 NLRB 840 (1980); *Highway Drivers Local 600 (Commercial Lovelace)*, 250 NLRB 1127 (1980); *Laborers Local 496 (Newport News)*, 258 NLRB 1105 (1981); *Teamsters Local 745 (East Texas Motor Freight)*, 262 NLRB 868 (1982); *Boilermakers Local 686 (Boiler Tube Co.)*, 267 NLRB 1056 (1983); *Auto Workers Local 594 (General Motors Corp.)*, 272 NLRB 705 (1984), affd. 776 F.2d 1310 (6th Cir. 1985); *Iron Workers Local 601 (Papco, Inc.)*, 276 NLRB 1273 (1985); *Machinists Local Lodge 707 (United Technologies)*, 276 NLRB 985 (1985); *Laborers Local 158 (Contractors of Pennsylvania)*, 280 NLRB 1100 (1986); *Communications Workers Local 9431 (Pacific Bell)*, 304 NLRB 446 (1991).

[12] See the cases recited in the preceding footnote.

[13] See *Iron Workers Local 373 (Building Contractors)*, 295 NLRB 648 (1985).

[14] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Threatening member/employees with physical retaliation for attempting to change existing Local 186 policies and practices and expressing political opposition to an incumbent Local 186 officer or representative.

(b) Placing former representatives and officers of Local 186 at the top of Local 186's out-of-work register for employment in construction and as a consequence dispatching such former representatives and officers to jobs rather than earlier registrants on the register.

(c) In any like or related manner interfering with, restraining, and coercing member/employees in the exercise of their rights under Section 7 of the Act and the LMRDA and causing employers to discriminate against member/employees by discriminatory operation of its hiring hall.

2. Take the following affirmative action necessary to effectuate the purposes of the Act.

(a) Advise Martin Fry in writing no retaliation shall be taken against him for visiting jobsites or other locations to seek the support of other member/employees in securing changes in existing Local 186 policies and practices and to support his political campaign against Local 186's incumbent secretary-treasurer.

(b) Post at its facilities in the counties where it has jurisdiction, at all locations where notices to its members are customarily posted, and at all locations where its members are employed (subject to employer concurrence), copies of the attached notice marked ''Appendix.''[15] Copies of the notice, on forms provided by the Regional Director for Region 31, upon receipt thereof, shall be immediately signed and posted by a duly authorized representative and maintained for 60 consecutive days thereafter in conspicuous places, including all places where notices to members and employees represented by Local 186 are customarily posted. Reasonable steps shall be taken to ensure the notices are not altered, defaced, or covered by other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[15] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT threaten you with physical retaliation for visiting jobsites or other locations to express to other member/employees opposition to current policies and practices of Local 186, or to seek support for changes therein, or to express opposition to incumbent Local 186 officers and representatives, or to seek support for the election of their replacements.

WE WILL NOT place former business agents or other officers or representatives of Local 186 at the top of our register for out-of-work members and employees in construction and, as a result, dispatch such agents or officers or representatives to jobs before other registrants who registered prior to such placement.

WE WILL NOT otherwise interfere with, restrain, or coerce you for exercising your rights under Section 7 of the National Labor Relations Act and the Bill of Rights of the Labor-Management Reporting & Disclosure Act of 1959 to:

> Refrain from supporting and/or opposing policies and practices of Local 186;
>
> Refrain from politically supporting and/or opposing incumbent officers and representatives of Local 186.

WE WILL advise Martin Fry, in writing, that we will not threaten him with physical retaliation or physically retaliate against him for visiting jobsites or other locations to solicit other member/employees to support changes in Local 186's policies and practices or to support his campaign for the office of secretary-treasurer.

WE WILL make whole for his money losses and loss of contributions to funds established by the agreement between Associated General Contractors of California and Teamsters Joint Council No. 42, the registrant who should have been dispatched rather than J. T. Jones, following Jones' registration at the top of the construction out-of-work list following the termination of his employment by Local 186 and Jones' subsequent dispatch by virtue of that placement.

CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 186, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL–CIO